

July 1, 2021 - June 30, 2023 and extended to June 30, 2025

AGREEMENT

between the

BOARD OF EDUCATION
OF THE FRASER PUBLIC SCHOOL DISTRICT

and the

FRASER PARAPROFESSIONAL ASSOCIATION, MEA/NEA

Table of Contents

Preamble.....	1
Purpose	1
Article 1 – Recognition.....	1
Article 2 – Rights and Responsibility of the Board.....	2
Article 3 – Representation	3
Article 4 – Association Security	4
Article 5 – Seniority.....	4
Article 6 – Layoff & Recall.....	7
Article 7 – Vacancies, Transfers, Newly Created Positions and Bidding Procedures ...	10
Article 8 – Grievance Procedure.....	14
Article 9 – Discipline and Discharge	17
Article 10 – No Strike.....	18
Article 11 – Physical Examinations.....	19
Article 12 – Hours and Overtime.....	21
Article 13 – Miscellaneous	24
Article 14 – Vacations	26
Article 15 – Holidays	27
Article 16 – Leaves of Absence	28
Article 17 – Insurance Benefits	32
Article 18 – Wages and Payroll.....	36
Article 19 – Professional Development.....	37
Article 20 – Evaluations	37
Article 21 – Waiver.....	38
Article 22 – Duration.....	39
Appendix “A”.....	41
Attachment 1.....	44
Letter of Agreement SSLI.....	46

PREAMBLE

This Agreement is between the Fraser School District, County of Macomb, State of Michigan (hereinafter referred to as the "School Board," "Board" or "Employer") and the Fraser Paraprofessional Association, MEA/NEA, (hereinafter referred to as the "Association").

PURPOSE

The purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful Labor Relations for the mutual interest of the Employer, the employees and the Association.

Article 1 **RECOGNITION**

A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the School Board does hereby recognize the Association as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement, of all employees of the School Board included in the bargaining unit described below. This recognition clause shall be construed to apply to employees and not to work.

B. All Special Education Aides, Pre-School, Day Care, Lead Caregiver/Lead Daycare Provider and Focus Four Aides and GSRP Aides, as listed in Article 5(J), no matter the source of funding, excluding all other Board employees, shall be members of the bargaining unit represented by the Association.

Article 2
RIGHTS AND RESPONSIBILITY OF THE BOARD

A. The Board on its own and on behalf of the Electors of the District, hereby retains and reserves unto itself without limitation, except as specifically set forth in this Contract, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States including, but without limiting the generality of the foregoing rights, the following:

1. To exercise the Executive Management and Administrative Control of the school system, its properties, facilities and the activities of its employees.
2. To hire all employees, and subject to the provisions of law and this Contract, to determine qualifications and conditions for continued employment, discipline, dismissal or demotion and to promote and transfer all such employees.
3. To decide upon the means and methods for the performance of the work covered by this contract.
4. To determine the work schedules, hours of work, duties, responsibilities and assignments of employees subject to the rights set forth in this agreement.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, reasonable rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this

Agreement to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of Michigan and the Constitution and Laws of the United States, and subject to the provisions of PERA.

Article 3
REPRESENTATION

A. The Board will be advised in writing by the Association of the identity of the President, Secretary and the bargaining committee when and as they are appointed and/or elected.

B. The Association shall provide notice to the Board of Association Building Representatives within two (2) weeks of appointment or election. The Board will be advised in writing of temporary appointments in the absence of regular representatives for such buildings and the Board shall continue to deal with such representatives until an official written notice of change is given to the Board.

C. At the request of a bargaining unit member and upon approval of the Director of Human Resources or designee, a Building Representative may be released from regular duties during working hours without loss of pay to investigate reported grievances and to present grievances to the Board. Such efforts shall not interfere with an employee's duties as determined by the Supervisor.

D. The Association President shall receive a copy of employment postings, school calendar and changes of employment status of bargaining unit members promptly after such documents have been created/posted. Such postings and notices shall be considered informational only.

E. The President of the Association or her/his designated representative shall be granted up to twenty-eight (28) hours per year of release time for the purpose of attending educational conferences, conventions, and membership meetings subject to the following:

- Any unused hours will not accumulate from year to year.
- The Association shall reimburse the District for MPERS contributions as required by law.
- The Association shall provide five (5) days advance notice of the use of Association release time.
- No more than two (2) members of the union may use the above release hours at the same time.

Article 4
ASSOCIATION SECURITY

A. Any employee covered by this Agreement may become a member in good standing of the Fraser Paraprofessional Association MEA/NEA.

B. The Board shall furnish the President and Vice-President or another FPA leader designated by the Association one (1) copy each of the names of persons hired, job title, building assignment and hours of employment within two (2) weeks following employment.

Article 5
SENIORITY

A. Seniority shall be determined on a Unit and a Classification basis for purposes set forth in this Agreement.

B. Unit seniority shall commence with the first date of employment to a permanent position in the Bargaining Unit, provided, the Employee has successfully completed the probationary period and the employee was continuously employed throughout the probation period.

C. PROBATIONARY EMPLOYEES. New employees hired in the Unit shall be considered probationary employees for the first ninety (90) actual work days of employment, but shall be treated as regular employees for salary purposes only. Probationary employees are not entitled to seniority status until the completion of the probationary period. Probationary periods may be extended by mutual agreement between the Association and the Board. Probationary employees, while in the probationary period, may be terminated without recourse to the grievance procedure. Such employees shall be represented by the Union for all purposes under the Agreement during the probationary period, except that no action may be taken against termination of the employee during the probationary period. During the probationary period, employees shall not be entitled to receive fringe benefits, other than Medical, Dental, Vision, Life and Accidental Death and Dismemberment and Long Term Disability Insurance benefits provided to regular full time employees.

D. Classification seniority shall commence with the first date of placement in a particular classification within the Bargaining Unit.

E. A seniority list will be furnished to the Association by January 15 of each school year, setting forth the order of seniority by name, and by seniority in the Bargaining Unit and in each particular classification. Each employee and the Association shall have accepted the seniority list in total if no written objections are

received by the Director of Human Resources within ten (10) working days following the distribution of the seniority list.

F. Where more than one (1) employee is hired on the same date (either in the Unit or in a particular Classification), Unit and Classification seniority shall be determined by the time of day the employee is officially registered with Human Resources.

G. Seniority shall be broken and employment in the District ended for any of the following reasons:

1. If an employee quits or retires.
2. If the employee is discharged and the discharge is not reversed through the grievance process in this Agreement.
3. If the employee is absent for three (3) consecutive working days without giving proper notification or satisfactory reasons to the Board for such absence.
4. If the employee fails to timely return to work from a leave of absence or when recalled from layoff (as set forth in the Recall procedure in this Agreement).
5. If the employee is on layoff for a period exceeding his or her seniority, or one (1) year, whichever is greater.
6. If an employee is on a non-compensable leave of absence for a period greater than one (1) year.
7. If the employee gives a false reason for a leave of absence or engages in like employment in another school district during any leave.

H. Employees who have been laid off shall not accrue seniority during the period of the layoff. Employees on a non-compensable leave of absence for reasons other than illness (unless the leave qualifies as an FMLA leave) shall not accrue seniority during the leave of absence. Any lost time shall be subtracted on a full month basis using the majority of workdays in a month as the determining factor. Seniority adjusted as a result of time lost shall be reflected on the next seniority list. [Example: Initial date of employment being January 1, 2013, less time lost of six (6) months = seniority date adjusted to July 1, 2013.]

I. For purposes set forth in this Agreement, classification seniority shall be based upon the following classifications:

- Pre-School Aides (includes Day Care providers, Pre-School Caregivers);
- Focus Four Aides/Associate Teacher and Lead Caregiver/Lead Daycare Provider;
- SSLI Special Education (MISD) Aides, GSRP Aides;
- Special Education Aides (including resource room, Early Childhood Special Education (ECSE Aides), Cognitively Impaired (CI) and Autism Spectrum Disorder (ASD) Aides; and Least Restrictive Environment (LRE) Aides.

Article 6 **LAYOFF & RECALL**

A. A layoff is a reduction in force that may occur because of a decrease in revenue, declining enrollment or decrease in work. Layoffs shall take place by Classification within the Association according to need, as determined by the Board. The least senior employee in the affected classification shall be reduced first, provided there is a remaining bargaining unit employee in the classification who is fully qualified

to perform the necessary assignments. If not, then the qualifications of bargaining unit members in other classifications will be considered with a goal of having the least senior member being the one placed on layoff.

B. In the event of layoff or reduction in force, Board Representatives will meet and inform representatives of the Association of the reductions to be made. Notice in writing, with a copy to the Association, shall be provided to the employees at least twenty (20) calendar days prior to such layoff.

C. In the event of a building emergency, or the specific needs of particular students, which requires the layoff or the reduction of hours of employees, such affected employees may be laid-off without regard to seniority or notice for periods of short duration. It is intended that this Section shall be operative only when the layoff period is ten (10) working days or less, except in the cases of Special Education Aides near the end of the school year. In such event, the affected employees may continue their pay through use of leave days, if any, and are not eligible for unemployment benefits for that period.

D. In the event of a layoff, the work force shall be reduced in the following order: temporary employees performing Bargaining Unit work (Subs), probationary employees and then seniority employees in each classification in reverse order as their names appear on classification seniority lists.

E. BUMPING

1. Laid-off employees in the Special Education classifications shall have the right to accept the layoff or exercise seniority rights to bump. In exercising a bump, laid-off Special Education employees shall displace any less senior employee in any other

classification provided the employee is fully qualified to perform the available job. The least senior employee remaining unplaced after bumping is completed, shall be laid off.

2. Laid-off employees in the Pre-School Aides and Focus Four Aides, GSRP Aides, classification shall have the right to accept the layoff or exercise seniority rights to bump. In exercising a bump, such laid-off employees shall displace any less senior employee in any one of these three classifications provided the employee is fully qualified to perform the available job. The least senior employee remaining unplaced after bumping is completed, shall be laid off.

3. Notwithstanding the foregoing, Special Education employees in the Least Restrictive Environment (LRE) and SSLI classroom aides classifications shall not be bumped at any time during a school year or beyond the school year if it is determined that not continuing the assignment to an individual student would be detrimental to the student's interest as established in the individualized education plan. Any person seeking to bump into an LRE position shall have prior experience in dealing with disabled children and selection will be subject to input from the parents of the student and the teacher. The District's determination under this paragraph may be grieved but is subject to the arbitral review standard set forth in Article 9, Section B(4).

F. Laid-off seniority employees shall be recalled in the inverse order of the layoff. Employees shall be recalled to the first available opening for which s/he possesses the required qualifications. A recalled employee is required to report to work within seven (7) days from the date of mailing of the notification.

G. Notice of recall shall be accomplished by both mailing of a certified letter to the employee's last known address and attempting to reach said employee by telephone. A copy of each letter is to be sent to the Association president.

Article 7
**VACANCIES, TRANSFERS, NEWLY CREATED POSITIONS
AND BIDDING PROCEDURES**

A. VACANCIES.

1. Vacancies shall be defined to include new positions and positions in existing job classifications within the Bargaining Unit which are vacant, and which have not been terminated or eliminated by the Board. The change of two (2) hours or less to a daily work schedule (or four (4) hours or less for a Special Education Aide) does not create a vacancy.

2. The provisions of this Article regarding vacancies shall not apply to temporary vacancies occurring as a result of leaves of absence granted in accordance with this Agreement for illness, FMLA, or a temporary disability of an employee, where the employee intends or is reasonably expected to return to work during the current school year.

B. NOTICE AND POSTING.

1. All vacancies, including newly created positions, shall be filled within forty-five (45) calendar days from date the position becomes vacant (or is created) except in extenuating circumstances.

2. The Board shall give written notice to the Association of vacancies as soon as the vacancy is confirmed by Administration and posting shall be promptly provided by the Board to the Association President or his/her designee. A copy of the posting may serve as notice of the vacancy. The notice can consist of a job posting for a position to be filled and shall include the classification, title, the area (building) where

the classification is currently assigned, the number of hours, job duties and the qualifications or requirements reasonably necessary to perform the job.

3. Any employee desiring to bid for a vacant job shall forward to Human Resources, within seven (7) days of notice to the Association, a letter expressing interest in the position and a description of skills and experience sufficient to meet the selection criteria. Failure of an employee to make such application during this time will bar said employee from any grievance for not being selected.

C. SELECTION.

1. In filling vacancies, first consideration will be given to qualifications, personnel records and seniority of employees who have applied for the position. Outside applicants may also be considered consistent with Article 7, Paragraph C, Section 4. Applicants for Special Ed Aide classifications may require additional experience and qualifications to perform the work.

2. Opportunities to complete minimum qualifications for each position may be offered at times other than working hours (non-compensable). Any added or new qualifications imposed by the Board, including any new or periodic training required to continue to be placed in the position, shall be paid for by District and compensated at the member's regular hourly rate, only if the training occurs during regular working hours. All aides will be provided appropriate and available MISD-training at District expense, to meet State or federal standards necessary, if any, to maintain employment in their specific position.

3. Applicants for vacant positions in the LRE Aide classification should have prior experience in dealing with disabled children and selection for any vacancy in that

classification will be subject to input from the parents of the students and the discretion of the Director of Special Education.

4. In the event of a vacancy in the unit, the most senior qualified and otherwise appropriate employee will be selected. Movement from one job to another as a result of bidding shall be in compliance with this Article. The determination for placement of Special Education Aides will be within the discretion of the Director of Special Education.

5. Whenever a vacancy is filled by a member of the Bargaining Unit, or a member is granted a requested transfer, that individual shall not be permitted to exercise rights to bid on another vacancy or secure another transfer for a period of one (1) year from the selection date.

6. During the posting period, the job opening may be filled temporarily for a period not to exceed forty-five (45) calendar days. An employee applicant for a vacancy who is denied such position shall be notified in writing or by telephone. The decision with respect to qualifications shall be based on the opinion and discretion of the supervisor and/or the Director of Human Resources. The determination may be grieved but is subject to the arbitral review standard set forth in Article 8 Section B (4).

7. District employees filling a vacancy within the bargaining unit, shall be given a trial period not to exceed ten (10) work days to demonstrate the ability to meet the standards of satisfactory performance in the new job. During such time, the individual shall be provided with any special training required of the new position (excluding educational degree requirements) at District expense and on District time, including any required medical or specialized training. During this time the employee

shall be permitted to transfer back to the former position within the Bargaining Unit; in the event said employee is returned to the Bargaining Unit during the trial period, s/he shall return to the former position with no loss of previously accrued seniority, including time spent in the trial period. The employee can also be transferred back by the Director of Human Resources for failure to meet the standards of required performance. The review of the employee's performance shall be based on the opinion and discretion of the supervisor and Director of Human Resources, subject to the grievance procedure.

D. TRANSFERS.

1. Subject to Section B (3) of this Article, above, employees may request a transfer in writing to the Director of Human Resources for any vacant position. The written request shall state the position to which the employee desires to be transferred and the reasons for requesting the transfer. In the event the requested transfer is denied, the Director of Human Resources or his designee shall, upon the request of the employee, give written reasons for the denial of the requested transfer.

2. An employee may be transferred at any time to meet specific articulated needs of the Board. Prior to such a transfer, a meeting will be held with the effected employee and the Director of Human Resources, or his designee, at which time the real reason for the transfer will be discussed. Such transfers shall only be made to meet the needs of the School District and its students and/or to promote efficiency, and not for disciplinary reasons.

Article 8
GRIEVANCE PROCEDURE

A. **DEFINITION.**

A grievance is a complaint by a bargaining unit member or the Association about an act or condition which affects the welfare or working conditions of an employee or group of employees, or a complaint that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

B. **PROCEDURE.**

1. All specified time limits herein consist only of work days defined as student report days. During the summer recess, "work days" shall mean Monday through Friday, excluding legal holidays.

2. Problems and grievances shall be presented and adjusted according to the following procedure:

3. Any employee with a problem or grievance as defined herein must informally discuss the matter directly or accompanied by a Union representative with the appropriate member of the administration.

Step 1. In the event the matter is not resolved informally, a written grievance may be filed with her/his immediate supervisor or appropriate administrator within ten (10) workdays following the act or condition, which is the basis of the grievance. Within ten (10) workdays after receipt of the grievance, the supervisor or appropriate administrator, shall state his/her decision in writing, together with the supporting reasons, and shall furnish a copy to the aggrieved party and the Association.

Employees shall be considered to have knowledge of information appropriately published/posted by the Board or it's designee.

Step 2. In the event the matter is not resolved at the Step 1 level, the Aggrieved party may appeal to the Director of Human Resources within ten (10) workdays after the receipt of the decision of the supervisor or appropriate administrator. The appeal shall be in writing and shall be accompanied by a copy of the decision at Step 1. Within ten (10) workdays after receipt of the Step 2 appeal, the Director of Human Resources, shall communicate his decision in writing, together with the supporting reasons, to the aggrieved party and the Association. If a grievance originates at Step 2, any appeal would be to Step 3.

Step 3. In the event the matter is not resolved at the Step 2 level, a written grievance may be filed with the Superintendent, or his/her designee, within ten (10) workdays following receipt of the decision of the Director of Human Resources at Step 2. The appeal shall be in writing and shall be accompanied by a copy of the original grievance. Within ten (10) workdays after receipt of the appeal, the Superintendent or his/her designee shall communicate a decision in writing to the Association and aggrieved party.

Step 4. If the Association is dissatisfied with the decision of the Superintendent, or his/her designee, the Aggrieved party may, within ten (10) work days of receipt of the Step 3 response, file a written notice to the other party of an intention to arbitrate. If timely notice is not so delivered, the grievance shall be abandoned. Upon receipt of the written notice of arbitration, the parties shall confer to select an impartial arbitrator within ten (10) workdays of the request for arbitration. If the parties are unsuccessful, then the party requesting arbitration shall, within twenty (20) work days of

the date of the notice of intent to arbitrate, file a demand for arbitration with the American Arbitration Association, sending a copy of such demand to the opposite party.

4. Where an issue in arbitration involves the hiring or placement in a position in the bargaining unit other than “Pre-School Aides”, there shall be a presumption that the District has exercised sound discretion based on specialized knowledge concerning the needs of its students, teachers and families. To overturn such decisions, the Association and employee must rebut the presumption with substantial evidence that the District acted in an arbitrary and capricious manner.

5. The Arbitrator’s decision shall be in writing and will set forth findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall have no authority to arbitrate any complaint that is not an alleged violation, misinterpretation or misapplication of specific and express provisions of this Agreement. At all times, the Arbitrator shall be subject to the rights, responsibilities and authority of the parties under the Michigan General School Laws, the Constitutions of the United States and of the State of Michigan, and all other applicable state and federal laws. The decision of the Arbitrator, if within the scope of his authority as above set forth, shall be final and binding. The cost of arbitration shall be borne by the losing party; however, each party shall bear its own expenses.

C. GENERAL.

1. All written complaints or grievances must be specific. They shall contain a concise statement of the facts upon which the grievance is based; a specific reference to the Articles and sections of the Agreement which have allegedly been misinterpreted

or violated; the specific nature of the relief requested; and shall be signed by the employee(s) involved or the Association.

2. Any employee may present a grievance for adjustment without intervention of the Union if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given an opportunity to be present at such adjustment.

3. If a grievance arises of a general nature, the Union may present such grievance directly to the appropriate step. The time limits specified in this procedure may be extended in any specific instance by mutual written agreement.

4. Failure of the Board to report any decision within the specified time limit at any step of the Grievance Procedure shall automatically move the grievance to the next step in the Grievance Procedure.

5. A grievance may be entertained in or advanced to Step 2 of the grievance procedure if the parties both agree.

Article 9 **DISCIPLINE AND DISCHARGE**

A. The parties agree that any discipline (reprimands, suspensions without pay, discharge) shall be for just cause and that the employee and Association will be provided copies of all discipline in writing with copies of any investigation and findings at the time discipline is imposed.

B. Before a determination is made to discipline an employee, the immediate supervisor shall have offered direction to the employee for the purpose of correcting his/her alleged deficiencies.

C. The level of discipline shall be consistent with the principles of progressive discipline. Initial discipline may reflect the nature of the employee's conduct.

D. The employee, upon request, shall have the right to an Association representative present when he/she is being investigated, warned, reprimanded or disciplined.

E. Except as otherwise provided by law, any complaint against an employee by a parent, student or other person will be promptly reported to the employee and the Association President. Complaints shall not be placed into the employee's personnel file unless the employee is given a right to make a reply to the complaint and, if such a reply is made, it shall remain attached to the complaint as long as the complaint remains in the employee's personnel file.

F. Employees shall have the right upon request to review the contents of his/her personnel file(s). A representative of the Association may be requested by the employee to accompany the employee in such review.

Article 10
NO STRIKE

A. For the duration of this agreement, the Association will not engage in, authorize, or encourage any interruptions of education or subsidiary related activities due to a cessation, withdrawal, or withholding of services either in whole or in part by members of the Bargaining Unit for any reason. No officer or representative of the Association or member of the Bargaining Unit shall be empowered to provoke, instigate, cause, participate in, assist, encourage, or prolong any such prohibited activity, nor shall the School Board authorize or encourage the same nor lock out employees. Employees

of the district violating any of the above conditions shall subject themselves to disciplinary action, including discharge.

B. The Association shall have no liability under this article if it, immediately upon knowledge or notice of any of the activities set forth in Section A above, does both of the following:

1. Post immediate notices at any or all schools affected, advising that such action is unlawful, in violation of this Agreement, and unauthorized by the Association.

2. Further advises any and all employees involved, along with any available local media outlets, as reasonably requested by the Board to be contacted by the Association, that such employees are in violation of this Agreement and that all such employees shall return forthwith to regular duties.

Article 11 **PHYSICAL EXAMINATIONS**

A. In the event the Board elects to conduct an initial medical examination for employment of new personnel in the Bargaining Unit for an individual already employed by the District, the examination is to be paid by the employer. Health Examination Procedures will be as follows:

1. In cases where school employees are required by law to furnish evidence of a negative T.B. skin test or x-ray, such test will be given to all employees in the Bargaining Unit and the employees shall not be charged for such test. At the time of the skin test, employees on scheduled work will be temporarily released from their job without loss of pay. Employees not on scheduled work shall initiate attendance for this skin test.

2. All chest x-rays and T.B. skin tests required by law shall be completed in compliance with the law.

3. Employees who show a positive reaction upon taking a skin test will submit to a chest x-ray by the Macomb County Health Department within two (2) weeks from the date of notification of such reaction or within two (2) weeks after receiving notification from the Health Department to report for an x-ray. Payment by the district, if any, shall be limited to the cost of the x-ray, only if not covered by any health insurance coverage available to the employee. Employees on scheduled work will be temporarily released from their job without loss of pay.

B. Every employee shall be required, on an annual basis, to complete safety or health training program(s) offered by the District. Any Bargaining Unit member, who in the performance of their job responsibilities, comes in contact with any student's blood or other bodily fluids will be referred to the District's regular clinic. In such cases, all employees shall be provided with appropriate medical coverage for any work related health injuries or illnesses as required by Michigan Workers Compensation laws.

C. In the event there is medical evidence or reason to suspect that an employee is either not fit to perform his/her duty, or the employee is being rendered incompetent by physical and/or emotional disability, the District may require that such employee be examined by a physician or psychiatrist appointed by the District, at the District's expense. The opinion of the District's doctor shall be final unless challenged by the employee and the challenge is upheld by a medical doctor specializing in the area of medicine at issue, who is selected by the District and the Association and paid by the District. The determination of such mutually selected expert shall not be grievable or subject to any further challenge by either party.

D. Any employee in the Bargaining Unit unable to work because of illness for a period of three (3) consecutive days, shall be required to provide evidence from a physician (M.D., D.O.) to justify the absence and establish when his/her condition warrants a return to work. In the event an employee is absent from work as a result of illness for a longer period of time, the Board may require that s/he be examined, at the Board's expense, by a physician appointed by the Board who shall certify said employee is capable of performing his/her job and is ready to return to work. The opinion of the Board's doctor shall be final, subject to the following: At the employee's request, another examination shall be scheduled in which the cost shall be borne by the Board, by an appropriate specialist in the area of controversy, selected by the Board and the Association for final determination in the matter which shall be binding on the parties.

Article 12
HOURS AND OVERTIME

A. The parties to this Agreement mutually subscribe to the principle of a fair day's work for a fair day's pay.

B. The normal workday for regular full-time employees in the Bargaining Unit shall be 7 or more hours per day, 5 days per week. The regular workday shall be determined by the immediate supervisor. This Section is not to be construed as and is not a guaranty of any number of hours of work per day or per week. This Article shall not supersede Article 6 (Layoffs and Recalls).

C. The Board reserves the right to reduce work hours of individual employees in the event of an emergency, crisis, financial crisis, a change in the conditions of a special education student or for other operational or financial purposes. If hours are

reduced, the Association will be notified as soon as practical and allowed to discuss the proposed changes with the Board's representatives before they are put into effect. The Board's determination of the need to reduce work hours because of the existence of an emergency, crisis, finances or change in conditions concerning a student shall not be subject to arbitral review.

D. The normal work year for regular full-time school aides shall be as follows:

1. Special Education Aides: The student school calendar, beginning the first student school day and ending on the last student school day; provided, that SSLI bargaining unit members shall begin one day before the first student school day; and provided further that all bargaining unit members, upon written request and with pre-approved written permission from the Director of Special Education, can begin one (1) day before the first student school day if necessary to set up required equipment or for other legitimate reasons. No bargaining unit member will be permitted to work without being requested to work.

2. Pre-school/Day Care/Focus Four Aides/GSRP Aides: The student school calendar, beginning the first student school day and ending on the last student school day.

3. It is further agreed that if a teacher provides a written explanation for the need for a bargaining unit member prior to the first day of school, such request will be given due consideration. No bargaining unit member shall be required to report to work prior to the first day of school except SSLI bargaining unit members as provided in Section 1 above.

E. A regular starting time for each position will be established at each school building at the beginning of each school year, subject to change due to curriculum changes, student-scheduled school days such as split sessions, half day sessions, etc. and/or in the interest of the school and/or students, as determined by the supervisor.

F. Pre-School, Daycare Focus Four Aides and GSRP Aides, shall be entitled to not more than two (2) ten (10) minute breaks per day. Employees that work less than six (6) hours in those classifications will have no lunch and if working less than four (4) hours, no break. Special Education Aides (all classifications) shall receive a thirty (30) minute unpaid duty free lunch period when scheduled to work four (4) or more hours.

G. 1. Overtime shall only be worked with prior approval of the supervisor, except when it is necessary for the employee to work overtime due to the failure of a parent or guardian to timely pick up a child from Daycare or Latchkey programs. In that instance, the employee shall immediately call the supervisor to advise of the situation. If personal contact cannot be made, a timely voicemail on the cell phone of the supervisor is required. The employee shall then immediately contact the parent or guardian responsible to determine the timeframe for the pick-up of the child. The employee shall document the name of the child, parent and/or guardian, the time of the eventual pick up and provide that information the next school day to the immediate supervisor.

2. Overtime will be paid at the rate of 1-½ times the regular hourly rate for all work in excess of forty (40) hours in any given work week. Overtime shall not be pyramided and shall only be worked with prior approval of the supervisor. Substitutes will not work overtime as long as regular employees are available, except in the LRE and CI Classifications.

H. Bargaining unit members shall receive their regular rate of pay for up to two (2) days of student instruction which are cancelled due to an "act of god" or "other conditions". Beginning with the third occurrence of school being cancelled, and for each occurrence thereafter, all bargaining unit members shall have the option of using leave days if available. If no such days are available, the bargaining unit member shall not receive compensation for said day.

If the District is required by law to make up days for students for purposes of full state aide, and if such rescheduling results in an extension of the bargaining unit member's regular work year, bargaining unit members shall work such days and receive no additional compensation if they were paid for such days as set forth above. In such case, any days deducted from the bargaining unit member's sick bank shall be restored. If the bargaining unit member was docked and then works the rescheduled days, the bargaining unit member shall be compensated for the rescheduled days. In the event of the extension of the bargaining unit member's regular work year, the bargaining unit member if otherwise required to work for another employer may choose not to report to work and will be compensated using a sick day if available, and if no sick days are available the bargaining unit member will not be compensated for the day.

Article 13
MISCELLANEOUS

A. A bulletin board will be available in each building for posting notices and other materials by the Association. The Association assumes the responsibility for all materials posted thereon. The Association shall have access to the existing interschool mailing system for distribution of reasonable notices. Copies of any notices posted or mailed to the employees shall be forwarded to the Director of Human Resources.

B. The Association will be permitted the use of school facilities (not copy machines) for regular and special business meetings of the Association, provided that such use is requested through normal channels, is approved in advance, does not disrupt other commitments for use of the premises and does not incur additional cost to the school district.

C. In the event an employee will not be able to report for his/her assigned duties, Pre-School, Daycare Focus Four Aides and GSRP Aides will be responsible to report the absence to the Building Administrator, and Special Education Aides will report to Central Administration. Such notice must be at least one (1) hour prior to the beginning of his/her first (1st) hour assignment as scheduled. The employee shall identify themselves, identify the location of employment, and give the reason for absence. Employees are not to leave the building during regular work assignments without permission or approval of the Building Principal or his/her Designee.

D. Any meeting or training scheduled by the District held before or after school at which attendance is required shall be paid on a straight time basis.

E. In the event the Board is awarded state, federal or other agency grants to fund a special purpose academic program during the normal school year that requires the temporary employment of a unit employee, employees will be given an opportunity to bid on the job as posted. Such jobs shall be considered a Bargaining Unit position. Further, employees assigned to such a grant position and hired from the outside shall become members of the Bargaining Unit. Pursuant to the requirements of the grant, compensation for a particular position may exclude fringe benefits and the position may be terminated as determined by the Board. A unit employee terminated from such a

grant position due to the termination of funding, may return to the job previously held, in accordance with the provisions of Article 6.

F. In accordance with Section 15 of the Public Employment Relations Act, MCL 423, this entire Agreement, or specific provisions of this Agreement, may be rejected, modified or terminated by an emergency manager appointed under the Local Financial Stability and Choice Act, 2012 PA 436 MCL 141.1541 et. seq., as provided in such Act.

G. Bargaining unit members assigned to administer medication shall receive an annual stipend in the amount of \$250.00 in recognition of the additional responsibilities. Payment of the stipend shall be included in the last payroll of the school year. The parties agree that the administration of medication is not exclusive bargaining unit work.

Training.

- The District shall provide annual training regarding the administration of medication and related issues to all bargaining unit members assigned to administer medication.
- The District shall provide training to any bargaining unit member for the administration of any new medication and/or new manner of administration of medication.

Article 14 **VACATIONS**

All full-time employees in the SSLI classification, only, shall be eligible to receive and shall earn vacation days. The number of days earned, the manner in which such days are earned, and the use and payment of vacation days shall be established by the Macomb Intermediate School District. Any vacation time taken during the school year

shall not interfere with the efficient operation of the school district.

All bargaining unit members shall earn five (5) paid vacation days per fiscal year (July – June) to be awarded at the commencement of each school year. Said vacation days may be used only to supplement mandatory school recess days such as Christmas break, February break and Spring break that are not otherwise compensated as Holiday in Article 15, Paragraph A. Unused vacation days for the current year shall be paid at the bargaining unit member's last regular hourly rate of the fiscal school year and shall be paid no later than the last payroll in June.

Article 15 **HOLIDAYS**

A. All bargaining unit members shall receive holiday pay for the following ten (10) paid holidays: Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, one (1) additional holiday during the Christmas break period, New Year's Eve, New Year's Day, Presidents' Day, Good Friday and Memorial Day; provided the employee has worked the full regularly scheduled straight time work day immediately preceding and immediately subsequent to the paid holiday (except in extenuating circumstances). Employee shall be paid at the regular hourly rate for the number of hours that would otherwise be scheduled to work on that day. No holiday for which an employee is paid (and during which s/he did not work) shall be considered or treated for any purposes under this Agreement as time actually worked.

B. All full-time employees in the SSLI job classification who have worked the full regularly scheduled straight time work day immediately preceding and immediately subsequent to the paid holiday (except in extenuating circumstances) shall be paid the regular hourly rate for the number of hours that would otherwise be scheduled to work.

No holiday for which an employee is paid and during which s/he did not work shall be considered or treated for any purpose under this Agreement as time actually worked. The listing of the particular paid holidays and the manner for payment shall be as set forth in writing as directed from the Macomb Intermediate School District to the Employer.

C. Holidays that fall on a Saturday, will be observed on the preceding Friday. Holidays that fall on Sunday, will be observed on the subsequent Monday.

Article 16
LEAVES OF ABSENCE

A. PAID LEAVE:

1. All full-time bargaining unit members will earn one (1) leave day for every month of service for a maximum of ten (10) leave days per calendar year. A leave day will consist of the employee's regular number of hours that would otherwise be scheduled to work. For employees working less than full-time, leave time will be prorated. Employees will be allowed to accumulate up to ninety (90) leave days.
2. Leave days may be used for personal and/or family illness, injury or personal business, however, no more than two (2) leave days per school year may be used for personal business. ("Personal business" shall constitute events, appointments, or obligations of a business or family nature that cannot be accommodated or scheduled at a time outside the regular work day).

3. Upon retirement or death, the District shall pay bargaining unit members \$50.00 for each unused leave day, up to the maximum allowable accumulated days.

B. An unpaid leave of absence may be granted to any employee by the Board for reasons stated herein, subject to the following provisions:

1. REASONS.

A leave of absence may be granted to an employee in accordance with the provisions of this Article for the reasons stated herein and for the following length of time:

- a. For medical leave of absence for extended personal illness or medical disability for up to one (1) year.
- b. For family medical care for up to one (1) year, provided the employee has been continuously employed by the District for over one (1) year.
- c. For personal business such as promotional employment opportunity in public education outside the District, child care or education, or being elected to union office for up to one year.
- d. For active military service for up to the period of the active military service.
- e. For workers compensation disability for up to the period of the disability.

2. APPLICATION.

A physician's statement shall be submitted with the application for medical leave of absence indicating the nature of the illness and the medical reasons for the leave of absence. Requests for all other types of leave of absence shall be made in writing to the Board of Education. The board shall consider an application for a leave of

absence at its first Regular meeting following submission of the application, provided it is submitted at least seven (7) calendar days prior to a Regular Meeting.

3. PAY. All leaves of absence granted in accordance with this Section shall be without pay.

4. SENIORITY. During a leave of absence for family medical care, personal illness, medical disability, personal business, or union office work, an employee shall not accrue seniority but shall retain all seniority acquired prior to the date the leave of absence commences. During a leave of absence for military leave or workers compensation disability, the employee shall accrue full seniority for the length of the absence.

5. RETURN TO WORK FROM LEAVE OF ABSENCE. An employee returning to work after a leave of absence shall notify the Board of the employee's intent to return at least thirty (30) calendar days prior to the expiration date of the leave of absence. The employee's right to return to work shall be subject to the following and also subject to the provisions of the "Layoff" article. Any employee who fails to return to work, or to provide the notices required herein, shall be deemed to have resigned and to have terminated employment with the school district, unless an extension of the leave of absence has been granted.

6. VACANT POSITIONS. During the time an employee is on a leave of absence in accordance with this provision, the employee's position may be filled by hiring a person to fill the vacant position during the leave of absence, or by a temporary substitute, or by a reassignment of another employee at the option of the Board. If an employee fails to provide the notice set forth in Paragraph 5 above or fails to return from

a leave of absence, the position shall be treated as a vacancy and filled in accordance with Article 7 of this Agreement.

7. GENERAL. In the event that an employee gives a false reason for a leave of absence or engages in other employment during such leave the employee shall lose all accrued seniority and shall be deemed to have terminated employment with the School District.

C. BEREAVEMENT LEAVE

Employees shall be granted up to five (5) workdays without loss of pay or use of personal business days to attend a funeral for a death in the employee's or his or her spouse's immediate family (child (ren), parent, brother, sister, step-parents, daughter-in-law, son-in-law, half-brother, half-sister, grandmother, grandfather, grandchildren, or other relative residing in the employee's household). Documentation of the employee's attendance at the funeral of the death of a family member must be obtained if requested by the Director of Human Resources.

D. MATERNITY LEAVE

1. Unpaid leaves of absence for reason of the birth of a child shall commence no sooner than four (4) weeks prior to the expected birth date unless the Board is provided medical proof of the necessity to discontinue sooner.

2. The Board will not employ a replacement for an employee on such Maternity Leave but will fill the vacancy on a temporary basis with a substitute. Prior to the return from Maternity Leave, the employee shall give the Board twenty (20) day notice of such return, and, upon her return, she shall return to her former position with no loss of seniority or fringe benefits as a result of said Maternity Leave.

E. JURY DUTY

In the event an employee is called to serve on jury duty during the employee's work year, the employee shall be paid his/her daily rate for each workday that the employee serves on jury duty. To facilitate payment, the employee shall endorse his/her jury duty paycheck to the School District and shall receive his/her regular pay.

F. FMLA LEAVE

An eligible employee shall be entitled to a family medical leave of absence pursuant to the Family and Medical Leave Act. Any available paid time off must be used first with the remainder of the leave being without pay. A rolling twelve (12) month leave period shall be utilized.

Article 17
INSURANCE BENEFITS

A. MEDICAL INSURANCE - The Board shall contribute to the cost of medical insurance for employees only. Employees, and their dependents, that are not covered by another employer paid medical plan are eligible for coverage. The employee shall certify, in writing, they have no other coverage prior to enrolling. Failure to provide such certification shall mean the employee is not eligible for such coverage.

Eligible employees may choose from the following plans:

- Blue Cross /Blue Shield PPO
- Blue Care Network HMO 10 Core
- Blue Care Network HMO 10 Buy-up
- The Bronze Plan as determined under the Affordable Care Act

Employees taking such coverage shall pay, as decided by the Board in compliance with current law, the applicable monthly premium cost. The Board shall pay the maximum permitted by law within the option chosen. New members shall be eligible, at the employee's option, for coverage on the first day of work.

SSLI Aides eligible for medical, dental, vision, or disability insurance coverage shall be responsible to contribute a percentage of premiums subject to Michigan law, Board policy and Macomb County ISD policies and procedures.

B. INSURANCE WAIVER OPTION – Any employee who has medical insurance from some other source who elects not to receive medical insurance benefits in accordance with provisions within this Article shall be eligible to receive compensation. An employee waiving medical insurance coverage hereunder shall provide the District with proof of insurance. The District shall pay said employees the sum of \$1,000.00 annually to be paid in January. Employees selecting the medical insurance waiver option may not elect to receive medical insurance benefits during the 12 month period, unless the employee's medical coverage is discontinued and the election shall be subject to the applicable requirements contained in the insurance policy. If a member selecting the medical waiver option elects to receive medical insurance during the 12 month period, they must return a pro-rata share of the cash waiver option received.

C. DENTAL INSURANCE - The Board agrees to provide a group dental insurance plan for the employee only coverage. Employees taking such coverage shall pay a prorated amount for less than full time plus ten percent (10%) of the applicable monthly premium cost. The parties agree that the carriers may be changed but the benefit levels will remain equivalent. New members shall be eligible for coverage, at the employee's option, from the first day of the month following their start date.

Employees shall be eligible to purchase two party and family coverage at their cost.

The scope and provisions of such coverage shall be governed by the terms and conditions of the applicable policy. The provisions of this paragraph are subject to the Board's insurance carrier(s) permitting eligible employees to purchase such coverage as set forth above.

- D. VISION INSURANCE - The Board agrees to provide a group vision insurance plan for the employee only coverage. Employees taking such coverage shall pay a prorated amount for less than full time plus ten percent (10%) of the applicable monthly premium cost. The parties agree that the carriers may be changed but the benefit levels will remain equivalent. New members shall be eligible for coverage, at the employee's option, from the first day of the month following their start date.

Employees shall be eligible to purchase two party and family coverage at their cost.

The scope and provisions of such coverage shall be governed by the terms and conditions of the applicable policy. The provisions of this paragraph are subject to the Board's insurance carrier(s) permitting eligible employees to purchase such coverage as set forth above.

- E. LIFE INSURANCE AND ACCIDENTIAL DEATH AND DISMEMBERMENT (AD&D) -

The Board agrees to provide a group life and AD&D insurance policy in the face amount of Twenty-Five Thousand (\$25,000) Dollars per employee. Employees opting to take such coverage shall pay a prorated amount for less than full time of the applicable monthly premium cost. New members shall be eligible for coverage, at the employee's option, from the first day of the month following their start date. The parties agree that the carriers may be changed but the benefit levels will remain equivalent.

- F. LONG-TERM DISABILITY - The Board agrees to provide a group long-term disability plan which pays sixty-six and two-thirds (66 2/3%) percent of an employee's pay after one hundred eighty (180) calendar days of disability to age sixty-five (65), subject to the terms of the policy. Employees opting to take such coverage shall pay a prorated amount for less than full time of the applicable monthly premium cost. New members shall be eligible for coverage, at the employee's option, from the first day of the month following their start date. The parties agree that the carriers may be changed but the benefit levels will remain equivalent.
- G. FLEXIBLE SPENDING ACCOUNTS - The Board agrees to provide a voluntary enrollment in Flexible Spending Accounts, providing all bargaining unit members an opportunity to pay for medical expenses not covered by insurance and/or childcare expenses with pre-tax dollars. New members shall be eligible for coverage from the first day of month following their start date. The parties agree that the carriers may be changed but the benefit levels will remain equivalent.
- H. BENEFIT PLAN INFORMATION – All benefit plan information will be provided during open enrollment each year and posted on the district website.
- I. CONTINUITY OF COVERAGE - The Board's contributions shall continue for twelve (12) full months, except as otherwise provided herein.
- J. EMPLOYEE CONTRIBUTIONS - All employee contributions toward benefits shall be in pre-tax dollars. Employees working less than full-time will be required to pay a prorated amount of the monthly premium.

Article 18
WAGES AND PAYROLL

A. WAGES AND PAYROLL

The payroll period shall be twice per month as designated by the Board.

B. HOURLY RATES

- Wage Schedule – Effective July 1, 2021, the Wage Schedule will be as set forth in the attached Appendix A, 2021-2022 and 2022-2023 Wage Salary Schedule. Effective July 1, 2021 and July 1, 2022, all eligible bargaining unit members shall advance one step on the salary schedule.

C. Longevity

- 5 - 10 years of service; .20 per hour. This provision shall become effective on January 1, 2021.
- 11 - 13 years of service; .25 per hour. This provision shall become effective on July 1, 2019.
- 14 - 19 years of service; .40 per hour. This provision shall become effective on July 1, 2019.
- 20 or more years of service; .50 per hour. This provision shall become effective on July 1, 2019.

**For purposes of longevity, the first year of employment shall be considered a full year of service as long as the bargaining unit member was hired on or before January 31.

D. In the event that the District requests a bargaining unit member to substitute for a teacher and the bargaining unit member accepts the assignment, said bargaining

unit member shall receive additional compensation at the rate of \$5.00 per hour above the bargaining unit member's regular hourly wage for the duration of the time in which the bargaining unit member is subbing. Bargaining unit members asked to substitute shall be those bargaining unit members assigned to the classroom in need of the substitute unless unavailable at which point the District may request that another bargaining unit member serve as the substitute. The District will make best efforts to equalize the assignments.

Article 19
PROFESSIONAL DEVELOPMENT

A. The parties agree that it is mutually beneficial for employees to receive training and education to assist in the performance of their work assignments.

B. If additional certifications and/or training is required, the District shall pay the cost of such certification and/or training. Such compensation shall include pay for all hours at the employee's regular hourly rate.

C. The District shall provide a minimum of two hours of professional development on four early release days when the bargaining unit member is not otherwise scheduled to work.

Article 20
EVALUATIONS

A. The main purpose of evaluations is the improvement of instruction by helping and encouraging each employee to improve his/her performance.

B. In completing the evaluation, the building principal or special education director shall use the evaluation tool attached hereto Attachment 1. The building principal or special education director may seek input from the teacher(s) with

whom the employee is assigned.

- C. A copy of the completed evaluation form shall be given to the employee by the evaluator. The employee shall be given the opportunity to review and discuss the evaluation with his/her evaluator. The completed evaluation and opportunity to review and discuss the evaluation shall be provided no later than the last of school.
- D. Employees must sign the evaluation to signify receipt of the completed evaluation. A signature shall mean only that the employee confirms receipt of the evaluation, it shall not mean the employee agrees with the content of the evaluation.
- E. The evaluation and any rebuttal comments by the employee shall be placed in the employees personnel file.
- F. In the event that an employee is evaluated at less than satisfactory, the evaluator shall provide in writing, specific recommendations for the employee's improvement.
- G. No employee shall be marked unsatisfactory in any category unless a concern or problem has been previously brought to the attention of the employee to the extent practicable.

ARTICLE 21 **WAIVER**

A. The parties mutually agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written amendment hereto.

This section is not to be construed as bypassing the grievance procedure for processing

complaints, but is reserved for significant problems, which may develop during the term of this Agreement.

B. Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, such article, section or clause shall be automatically deleted from this Agreement. The parties shall meet and endeavor to negotiate a satisfactory substitute in conformance with the law. All remaining portions of the Agreement shall remain in full force and effect for the duration of the Agreement.

Article 22
DURATION

A. The Agreement shall be in effect from July 1, 2021 and ending June 30, 2023 and extended to June 30, 2025.

B. Notice as specified above shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Association, MEA/NEA Local 1, 38550 Garfield, Suite B, Clinton Township, Michigan 48038-3406, and if the Board, addressed to the Fraser Board of Education, 33466 Garfield Road, Fraser, Michigan 48026, or to any such address that the Union or the employer may make available to each other.

C. This Agreement shall not become effective unless and until it is ratified by a majority of the members of the Fraser Paraprofessional Association, MEA/NEA, present at a meeting called for this purpose; and approved by the Board of Education.

[The rest of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement by their duly authorized representatives on the day and year first above written.

THE FRASER PARAPROFESSIONAL BOARD OF EDUCATION
ASSOCIATION, MEA/NEA

By:

Judith H. Naber, Association President

By:

Scott Wallace, Board President

By:

Freya B. Weberman, Uniserve Director

By:

Linda Corbat, Board Secretary

_____, 2022

_____, 2022

Ratified by the Fraser Paraprofessional Association, MEA/NEA on September 14, 2022.

Approved by the Board of Education of the Fraser Public Schools District on September 12, 2022.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement by their duly authorized representatives on the day and year first above written.

THE FRASER PARAPROFESSIONAL BOARD OF EDUCATION
ASSOCIATION, MEA/NEA

By: Judith H. Naber
Judith H. Naber, Association President

By: Scott Wallace
Scott Wallace, Board President

By: Freya B. Weberman
Freya B. Weberman, Uniserve Director

By: Linda Corbat
Linda Corbat, Board Secretary

10-25, 2022

10 24, 2022

Ratified by the Fraser Paraprofessional Association, MEA/NEA on September 14, 2022.

Approved by the Board of Education of the Fraser Public Schools District on September 12, 2022.

Fraser Paraprofessional Personnel Association, MEA/NEA
Appendix A
2021 – 2022 and 2022 - 2023 Wage Salary Schedule
Effective July 1, 2021

	Pre-School & Daycare Aides	Focus Four Aides, Lead Caregiver/Lead Daycare	Special Ed Aides, ECSE Aides, CI Aides, ASD Aides, LRE	SSLI
Step 1	\$11.64	\$11.84	\$13.45	\$14.61
Step 2	\$12.39	\$12.59	\$14.45	\$15.61
Step 3	\$13.14	\$13.34	\$15.45	\$16.61
Step 4	\$13.89	\$14.09	\$16.45	\$17.61

- The modified wage scale above takes effect July 1, 2021.
- Effective July 1, 2021, all bargaining unit members shall advance one step.
- Effective July 1, 2022, all bargaining unit members shall advance one step.
- All Members receive \$500 off schedule payment in the first pay of September, 2022.

Fraser Paraprofessional Personnel Association, MEA/NEA
Appendix A
2022 – 2023 Wage Salary Schedule
Effective July 1, 2022

	Pre-School & Daycare Aides	Lead Caregiver/Lead Daycare	Focus Four Aides	Special Ed Aides, ECSE Aides, CI Aides, ASD Aides, LRE	SSLI, GSRP Aides
Step 1	\$15.00	\$15.50	\$15.50	\$16.14	\$17.53
Step 2	\$15.50	\$16.00	\$16.00	\$17.34	\$18.73
Step 3	\$16.00	\$16.50	\$16.68	\$18.54	\$19.93
Step 4	\$16.67	\$17.00	\$17.61	\$19.74	\$21.13

- Effective July 1, 2022, all bargaining unit members shall advance one step.

2023 – 2024 Wage Salary Schedule
Effective July 1, 2023

	Pre-School & Daycare Aides	Lead Caregiver/Lead Daycare	Focus Four Aides	Special Ed Aides, ECSE Aides, CI Aides, ASD Aides, LRE	SSLI, GSRP Aides
Step 1	\$15.30	\$15.81	\$15.81	\$16.46	\$17.88
Step 2	\$15.81	\$16.32	\$16.32	\$17.69	\$19.11
Step 3	\$16.32	\$16.83	\$17.01	\$18.91	\$20.33
Step 4	\$17.00	\$17.34	\$17.96	\$20.13	\$21.55

- Effective July 1, 2023, all bargaining unit members shall advance one step.

2024 – 2025 Wage Salary Schedule
Effective July 1, 2024

	Pre-School & Daycare Aides	Lead Caregiver/Lead Daycare	Focus Four Aides	Special Ed Aides, ECSE Aides, CI Aides, ASD Aides, LRE	SSLI, GSRP Aides
Step 1	\$15.61	\$16.12	\$16.12	\$16.79	\$18.24
Step 2	\$16.13	\$16.65	\$16.65	\$18.04	\$19.49
Step 3	\$16.65	\$17.17	\$17.35	\$19.29	\$20.74
Step 4	\$17.34	\$17.69	\$18.32	\$20.54	\$21.99

- Effective July 1, 2024, all bargaining unit members shall advance one step.

Attachment 1

**FRASER PUBLIC SCHOOLS
PARAPROFESSIONAL EVALUATION**

NAME:

DATE OF HIRE:

CLASSIFICATION:

LOCATION:

PERIOD:

Below is an evaluation of your performance for the period above. If you wish to discuss this evaluation, please contact the person signing this form and a meeting will be set up for review. This evaluation will be filed with your personnel records.

Please check each category listed:

Work Habits and Attitudes	Below Expectations	Meets Expectations	Exceeds Expectations
Regular and reliable attendance			
Dresses appropriately			
Follows district / school policies & procedures			
Accepts responsibility of job willingly			
Works collaboratively with teacher and administration			
Relates to and effectively works with students			
Effectively works with other employees			
Demonstrates interest and enthusiasm in work			
Demonstrates initiative and self-direction			
Works well without supervision			
Willingness to advance job skills through professional development			
Handles challenging situations calmly with good judgement			
Exhibits professionalism			
Exhibits the ability to be flexible			

Willingness to go beyond tasks			
Response to supervision			
Ability to meet with the public			

Please check each category listed:

Quality or Work	Below Expectations	Meets Expectations	Exceeds Expectations
-----------------	--------------------	--------------------	----------------------

Demonstrates knowledge of assignment and quality of work			
Completes job assignments on time			
Follows directions			
Adheres to rules			
Performs duties accurately and neatly			
Works effectively, efficiently and expeditiously			
Demonstrates organization			
Ability to multi-task			
Fulfills job description / responsibilities			

Additional Comments:

Employee / Sign / Print

Date

Evaluator / Sign / Print

Position

Date

Copy To: Person Evaluated
 Human Resources File

**LETTER OF AGREEMENT
BETWEEN
BOARD OF EDUCATION, FRASER SCHOOLS DISTRICT
AND
FRASER PARAPROFESSIONAL ASSOCIATION, MEA/NEA**

In conjunction with negotiations toward a new Collective Bargaining Agreement (“CBA”) to be effective from July 1, 2021 to June 30, 2023, the parties have made the following supplemental agreements with respect to Article 18 – Insurance Benefits, paragraph A (Medical Insurance), related to current Unit members working in the Severe Speech and Language Impairment (“SSLI”) classification:

1. This Letter of Agreement applies only to SSLI Aides while they work in the SSLI classification.

2. The SSLI Aides shall be provided, during the term of CBA, medical/prescription insurance benefits which were provided pursuant to the BCBS PPO Plan in effect (with single, two person or full family coverage, and deductibles, co-pays and other provisions) immediately prior to the effective date of the CBA, in accordance with PA 152 of 2011.

3. Notwithstanding the provisions of paragraph 2 above, in the event the Macomb County Intermediate School District (ISD) reduces the level of funding that is reimbursed to the District for the current SSLI Aides, the Aides shall be responsible for the difference between the cost and the reimbursement amount; provided however, (a) the Board shall provide written notice to the current SSLI Aides and the Union within five (5) business days of receipt of notice by the District from the ISD that it is taking such action; (b) the Board and the Association, upon the request of either, shall negotiate regarding the change in funding; and (c) the Board, upon the written request, shall provide the Association with documents regarding the change in funding to the extent such documentation is subject to disclosure pursuant to applicable law.

Fraser Paraprofessional Association
MEA/NEA

Fraser Public Schools

By: _____
Judith H. Naber
Association President

By: _____
Kerry W. Terman, Director Human Resources

By: _____
Freya B. Weberman
MEA Uniserve Director

By: _____
Robert T. Schindler, Negotiator

Dated: _____, 2021

Dated: _____, 2021

**LETTER OF AGREEMENT
BETWEEN
BOARD OF EDUCATION, FRASER SCHOOLS DISTRICT
AND
FRASER PARAPROFESSIONAL ASSOCIATION, MEA/NEA**

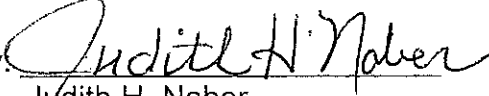
In conjunction with negotiations toward a new Collective Bargaining Agreement ("CBA") to be effective from July 1, 2021 to June 30, 2023 and extended to June 30, 2025, the parties have made the following supplemental agreements with respect to Article 18 – Insurance Benefits, paragraph A (Medical Insurance), related to current Unit members working in the Severe Speech and Language Impairment ("SSLI") classification:

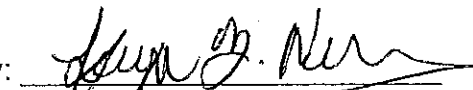
1. This Letter of Agreement applies only to SSLI Aides while they work in the SSLI classification.

2. The SSLI Aides shall be provided, during the term of CBA, medical/prescription insurance benefits which were provided pursuant to the BCBS PPO Plan in effect (with single, two person or full family coverage, and deductibles, co-pays and other provisions) immediately prior to the effective date of the CBA, in accordance with PA 152 of 2011.

3. Notwithstanding the provisions of paragraph 2 above, in the event the Macomb County Intermediate School District (ISD) reduces the level of funding that is reimbursed to the District for the current SSLI Aides, the Aides shall be responsible for the difference between the cost and the reimbursement amount; provided however, (a) the Board shall provide written notice to the current SSLI Aides and the Union within five (5) business days of receipt of notice by the District from the ISD that it is taking such action; (b) the Board and the Association, upon the request of either, shall negotiate regarding the change in funding; and (c) the Board, upon the written request, shall provide the Association with documents regarding the change in funding to the extent such documentation is subject to disclosure pursuant to applicable law.


Fraser Paraprofessional Association
MEA/NEA

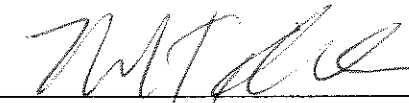
By: 
Judith H. Naber
Association President

By: 
Freya B. Weberman
MEA Uniserve Director

Dated: 9/10, 2022

Fraser Public Schools

By: 
Kerry W. Terman, Asst. Sup. for HR

By: 
Robert T. Schindler, Negotiator

Dated: Sept 8, 2022

**MEMORANDUM OF AGREEMENT
BETWEEN
BOARD OF EDUCATION, FRASER SCHOOLS DISTRICT
AND
FRASER PARAPROFESSIONAL ASSOCIATION, MEA/NEA**

THIS AGREEMENT is entered into this 16th day of February, 2024, by and between the Fraser Public Schools ("School District") and the Fraser Paraprofessional Association – MEA/NEA Local 1 ("Association");

WHEREAS, the District and Association have agreed to revise Article 12 (Hours and Overtime), Paragraph H. The new Paragraph H will provide as follows:

H. Bargaining unit members shall receive their regular rate of pay for up to five (5) days of student instruction which are cancelled due to an "act of god" or "other conditions". Beginning with the sixth occurrence of school being cancelled, and for each occurrence thereafter, all bargaining unit members shall have the option of using leave days if available. If no such days are available, the bargaining unit member shall not receive compensation for said day.

All other contract terms remain the same.

Fraser Paraprofessional Association
MEA/NEA

Fraser Public Schools

By: Judy Naber
Judy Naber, Association President

By: Kerry W. Terman
Kerry W. Terman, Assistant Superintendent for
Human Resources

**MEMORANDUM OF AGREEMENT
BETWEEN
BOARD OF EDUCATION, FRASER SCHOOLS DISTRICT
AND
FRASER PARAPROFESSIONAL ASSOCIATION, MEA/NEA**

THIS AGREEMENT is entered into this 16th day of February, 2024, by and between the Fraser Public Schools ("School District") and the Fraser Paraprofessional Association – MEA/NEA Local 1 ("Association");

WHEREAS, the District and Association have agreed to revise Article 16 (Leaves of Absence), Paragraphs A. 1. And 2. The modified language within Article 16 will provide as follows (with **bold** text (and where highlighted in headings) being added and ~~strikethrough~~ text being removed):

**Article 16
LEAVE DAYS AND LEAVES OF ABSENCE**

A. **LEAVE DAYS PAID LEAVE:**

1. All full-time bargaining unit members will earn one (1) **paid** leave day for every month of service for a maximum of ten (10) **paid** leave days per calendar year. A **paid** leave day will consist of the employee's regular number of hours that would otherwise be scheduled to work. For employees working less than full-time, leave time will be prorated. Employees will be allowed to accumulate up to ninety (90) **paid** leave days.

2. **Paid** Leave days may be used for personal and/or family illness, injury or personal business, however, no more than two (2) **paid** leave days per school year may be used for personal business. ("Personal business" shall constitute events, appointments, or obligations of a business or family nature that cannot be accommodated or scheduled at a time outside the regular work day). **Unpaid personal leave days may be approved by the**

Superintendent or Designee, at their discretion, related to unique personal family events. During each school year, no more than two (2) unpaid personal leave days may be approved per member. Requests for unpaid personal leave days must be made no later than fifteen (15) working days prior to the requested time off. The Superintendent or Designee will provide their determination to the bargaining unit member within ten (10) calendar days of receipt of the request, along with a copy of the request and determination to the Association. If the request is denied, the District shall provide its rationale.

All other contract terms remain the same.

Fraser Paraprofessional Association
MEA/NEA

Fraser Public Schools

By Judy Naber
Judy Naber, Association President

By Kerry W. Terman
Kerry W. Terman, Assistant Superintendent for
Human Resources